

The Honorable Marsha J. Pechman

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

RICHARD O. BUSE,

Plaintiff,

v.

FIRST AMERICAN TITLE INSURANCE  
COMPANY; FORECLOSURELINK, INC.;  
GREENPOINT MORTGAGE FUNDING,  
INC., MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,  
RESCOMM HOLDINGS NO. 2, LLC; UM  
ACQUISITIONS, LLC; TOM BLOCK, and Doe)  
Defendants 1 through 20,

Defendants.

No. C-08-0510-MJP

**ANSWER TO FIRST AMENDED  
COMPLAINT BY DEFENDANT  
GREENPOINT MORTGAGE  
FUNDING, INC.**

Defendant Greenpoint Mortgage Funding, Inc. ("Defendant" or "Greenpoint") answers  
the Plaintiff's First Amended Complaint as follows:

**I. PARTIES**

1.1 Defendant lacks sufficient knowledge or information to form a belief as to the  
truth of the allegations of this paragraph, and on that basis denies the allegations contained  
therein.

1.2 Defendant lacks sufficient knowledge or information to form a belief as to the  
truth of the allegations of this paragraph, and on that basis denies the allegations contained

GREENPOINT ANSWER TO COMPLAINT 1 OF 8

**ROUTH CRABTREE OLSEN, P.S.**

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1 therein.

2 1.3 Greenpoint lacks sufficient knowledge or information to form a belief as to the  
3 truth of the allegations of this paragraph, and on that basis denies the allegations contained  
4 therein.

5 1.4 Greenpoint admits that it is a New York corporation that is licensed to conduct  
6 business in the State of Washington, and that Greenpoint was the original lender to Buse and  
7 obtained a security interest in his property. Greenpoint denies the remaining allegations contained  
8 in paragraph 1.4.

9 1.5 Greenpoint admits that Defendant MORTGAGE ELECTRONIC  
10 REGISTRATION SYSTEMS, INC. ("MERS") is a Delaware corporation, that it had a security  
11 interest in Mr. Buse's real property as a beneficiary under the Deed of Trust encumbering  
12 property owned by Buse. Greenpoint lacks sufficient knowledge or information to form a belief  
13 as to the truth of the remaining allegations contained in paragraph 1.5.

14 1.6 Greenpoint admits that it transferred ownership of Buse's loan to Rescomm  
15 Holdings No. 2, LLC. Greenpoint lacks sufficient knowledge or information to form a belief as to  
16 the truth of the allegations of this paragraph, and on that basis denies the allegations contained  
17 therein.

18 1.7 Greenpoint lacks sufficient knowledge or information to form a belief as to the  
19 truth of the allegations of this paragraph, and on that basis denies the allegations contained  
20 therein.

21 1.8 Greenpoint lacks sufficient knowledge or information to form a belief as to the  
22 truth of the allegations of this paragraph, and on that basis denies the allegations contained  
23 therein.

24 1.9 Greenpoint lacks sufficient knowledge or information to form a belief as to the  
25 truth of the allegations of this paragraph, and on that basis denies the allegations contained  
26 therein.

1           1.10   Greenpoint lacks sufficient knowledge or information to form a belief as to the  
2 truth of the allegations of this paragraph, and on that basis denies the allegations contained  
3 therein.

4           1.11   Greenpoint lacks sufficient knowledge or information to form a belief as to the  
5 truth of the allegations of this paragraph, and on that basis denies the allegations contained  
6 therein.

7           1.12   Denied.

8                               **II.     FACTUAL ALLEGATIONS**

9           2.1     Denied.

10          2.2     Greenpoint admits the first four sentences of this paragraph. The remaining  
11 allegations of paragraph 2.2 constitute legal conclusions and/or legal arguments and not  
12 allegations of ultimate facts, and no response is therefore required to those remaining allegations.

13          2.3     Greenpoint admits the first sentence of this paragraph. Greenpoint lacks sufficient  
14 knowledge or information to form a belief as to the truth of the remaining allegations of this  
15 paragraph, and on that basis denies the allegations contained therein.

16          2.4     The documents attached as Exhibit 3 and Exhibit 4 to the Amended Complaint  
17 speak for themselves and Greenpoint denies any allegations contained within paragraph 2.4 that  
18 are inconsistent with the actual Exhibits 3 and 4.

19          2.5     Greenpoint lacks sufficient knowledge or information to form a belief as to the  
20 truth of the remaining allegations of this paragraph, and on that basis denies the allegations  
21 contained therein.

22          2.6     Greenpoint lacks sufficient knowledge or information to form a belief as to the  
23 truth of the remaining allegations of this paragraph, and on that basis denies the allegations  
24 contained therein.

25          2.7     Greenpoint lacks sufficient knowledge or information to form a belief as to the  
26 truth of the remaining allegations of this paragraph, and on that basis denies the allegations

1 contained therein.

2           2.8     Greenpoint lacks sufficient knowledge or information to form a belief as to the  
3 truth of the remaining allegations of this paragraph, and on that basis denies the allegations  
4 contained therein.

5           2.9     Greenpoint lacks sufficient knowledge or information to form a belief as to the  
6 truth of the remaining allegations of this paragraph, and on that basis denies the allegations  
7 contained therein.

8           2.10    Greenpoint lacks sufficient knowledge or information to form a belief as to the  
9 truth of the remaining allegations of this paragraph, and on that basis denies the allegations  
10 contained therein.

11          2.11    Greenpoint lacks sufficient knowledge or information to form a belief as to the  
12 truth of the remaining allegations of this paragraph, and on that basis denies the allegations  
13 contained therein.

14          2.12    Greenpoint lacks sufficient knowledge or information to form a belief as to the  
15 truth of the remaining allegations of this paragraph, and on that basis denies the allegations  
16 contained therein.

17                   **III.     INFLICTION OF EMOTIONAL DISTRESS**

18          3.1     Greenpoint realleges each response contained in this Answer as though set forth in  
19 full herein.

20          3.2     Denied.

21          3.3     Denied.

22                   **IV.     SLANDER OF TITLE**

23          4.1     Greenpoint realleges each response contained in this Answer as though set forth in  
24 full herein.

25          4.2     Denied.

26          4.3     Denied.

**V. SLANDER OF TITLE**

5.1 Greenpoint realleges each response contained in this Answer as though set forth in full herein.

5.2 Greenpoint denies that it owed Plaintiff a fiduciary duty or quasi-fiduciary duty, and denies the allegations of this paragraph to the extent they relate to Greenpoint.

5.3 Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of this paragraph, and on that basis denies the allegations contained therein.

5.4 Denied.

**VI. VIOLATION OF THE CONSUMER PROTECTION ACT**

6.1 Greenpoint realleges each response contained in this Answer as though set forth in full herein.

6.2 Denied.

6.3 Denied.

**VII. COMPLAINT FOR TEMPORARY RESTRAINING ORDER AND ISSUANCE OF A PRELIMINARY INJUNCTION**

7.1 Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of this paragraph, and on that basis denies the allegations contained therein.

7.2 This paragraph sets for legal argument rather than allegations of ultimate facts, and therefore no responsive pleading is necessary.

7.3 This paragraph sets for legal argument rather than allegations of ultimate facts, and therefore no responsive pleading is necessary.

**VIII. VIOLATIONS OF THE REAL ESTATE SETTLEMENT PROCEDURES ACT**

8.1 Greenpoint realleges each response contained in this Answer as though set forth in full herein.

8.2 Denied.

8.3 Denied.

8.4 Greenpoint lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of this paragraph, and on that basis denies the allegations contained therein.

**AFFIRMATIVE DEFENSES**

As separate and affirmative defenses to Plaintiffs Amended Complaint, Defendant alleges the following:

**FIRST AFFIRMATIVE DEFENSE**

(Failure to State a Cause of Action)

Plaintiff's complaint in whole or in part fails to set forth causes of action upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

(Fault of Third Parties)

The matters complained of in the Complaint were proximately caused, in whole or in part, by the acts or omissions of a third party or parties or by Plaintiff. Accordingly, the Defendant is not responsible for Plaintiff's damages, if any.

**THIRD AFFIRMATIVE DEFENSE**

(No Proximate Cause)

None of the injuries allegedly suffered by Plaintiff were proximately caused by Greenpoint's conduct.

**FOURTH AFFIRMATIVE DEFENSE**

(Justification)

The acts or omissions complained of by Plaintiff were justified.

**FIFTH AFFIRMATIVE DEFENSE**

(No Punitive Damages)

Greenpoint has not acted with oppression, fraud or malice toward Plaintiff, and therefore, Plaintiff is not entitled to exemplary or punitive damages.

**SIXTH AFFIRMATIVE DEFENSE**

(Compliance with Statutes)

Greenpoint has complied with all relevant Washington and federal statutes governing the relationship between Plaintiff and Defendant regarding the alleged conduct of Defendant in the Complaint.

**SEVENTH AFFIRMATIVE DEFENSE**

(Reservation of Additional Affirmative Defenses)

Defendant's investigation of the actions described in the complaint is ongoing and not complete. Thus, Greenpoint reserves the right to assert additional affirmative defenses in the event that discovery indicates that they would be appropriate.

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GREENPOINT ANSWER TO COMPLAINT 7 OF 8

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1 Based upon the foregoing, Greenpoint respectfully requests that:

- 2 1. The Plaintiff take nothing by way of his Amended Complaint;
- 3 2. For costs of suit; and,
- 4 3. For such other and further relief as the Court deems proper.
- 5

6 DATED this 9th day of May, 2008

7 **ROUTH CRABTREE OLSEN, P.S.**

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9 By: /s/ Steven Linkon

10 Steven Linkon, WSB #34896

11 Attorneys for Defendant, Greenpoint

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